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EWING TOWNSHIP BOARD OF EDUCATION

AGREEMENT - BUS DRIVERS
July 1, 1981 - June 30, 1983

1. SALARY GUIDE

<u>PAY LEVEL</u>	1981-82	1982-83
	<u>HOURLY RATE PART-TIME EMPLOYEES</u>	<u>HOURLY RATE PART-TIME EMPLOYEES</u>
1	\$ 5.50	\$ 5.75
2	6.00	6.50

- 1.1 A sick day will be counted as a working day for the purpose of overtime. Personal leave time will not be counted for the purpose of overtime.
- 1.2 Each new employee will serve a three (3) month probationary period and receive payment according to the minimum level on the salary guide. After completing three (3) months of satisfactory employment, the employee may be approved as a permanent part-time bus driver and continue to receive payment according to the minimum part-time hourly salary schedule.
- 1.3 A new employee must be employed prior to January 1, in order to qualify for the next higher pay level on the salary guide for the following year, if the above guide so provides.
- 1.4 Work time begins one-half ($\frac{1}{2}$) hour before initial passenger pick-up for the day, and ends one-half ($\frac{1}{2}$) hour after last passenger exits the vehicle for the day. This time shall include the general cleaning of the interior of the vehicle.

Employee to receive two (2) hours pay for any trip that is cancelled if employee is not notified at least one-half ($\frac{1}{2}$) hour prior to the pick-up time of the respective trip.

2. HOLIDAYS

- 2.1 A permanent part-time employee must work a regular schedule ten (10) months to be eligible for paid holidays provided said holidays fall on a working day. Holiday pay received by employees shall be the same as the normal daily schedule for route drivers, and seven (7) hours credit will be given for field and athletic drivers.
- 2.2 A minimum of eleven (11) paid holidays shall be as listed annually by the Employer for ten (10) month employees.

3. LEAVES OF ABSENCE

- 3.1 Leaves of absence with pay shall be provided as follows:
- One (1) day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.
 - Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment up to one (1) day for every three (3) months of employment (a total of three (3) days during any one school year) at full pay. After completing one (1) year of employment it provides for up to three (3) days leave at full pay during any one school year. (In either case, no unused days shall be accumulated). Personal leave may be used for any of the following reasons:

3.1 (contd.)

- I. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child or any member of the immediate household.
 - II. Death of a relative or close friend.
 - III. Recognition of religious holidays.
 - IV. To attend wedding of: father, mother, brother, sister, child, nephew, niece, uncle or aunt.
 - V. Court subpoena.
 - VI. Personal business which cannot be handled outside of scheduled working hours.
 - VII. Any other emergency or urgent reason not included in (I through VI above), if approved by the Superintendent of Schools.
- c. All requests for personal leave shall be submitted in writing on the proper form (in advance when possible) recommended by the immediate supervisor, approved by the Superintendent. Only in an emergency may a request be made verbally. However, a written request must be filed within one (1) week.
 - d. Three (3) additional days with pay shall be granted for death in the immediate family which shall consist of: spouse, children, brother, sister, father, mother, in-laws, or any member of the immediate household.

4. OVERTIME

- 4.1 One and one-half ($1\frac{1}{2}$) time the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one week.
- 4.2 Double time shall be paid for: (a) all work performed on Sundays, (b) all work performed on holidays as listed annually by the Employer.

5. HEALTH BENEFITS

- 5.1 The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program for any employee who works a regular schedule for at least a total of twenty (20) hours per week.

For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan, or in cases where appropriate, an amount equal to the full premium for the single plan plus:

- a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement, effective July 1, 1981 and ending June 30, 1983.
- b. In addition, the Board shall offer a \$1.00 co-pay prescription drug plan with a company selected by the Board.

5.1 (contd.)

In no case will a person be covered under more than one plan. For each employee who terminates his employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.

6. GRIEVANCE PROCEDURE

- 6.1 Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The employee, with or without a representative, shall take up the grievance or dispute with the Transportation Supervisor within ten (10) days of its occurrence. The Transportation Supervisor shall then attempt to adjust the matter and shall respond to the employee (or employee's representative) within seven (7) calendar days.

Step 2. If the grievance has not been settled, it shall be presented in writing by the employee (or employee's representative) to the Superintendent of Schools within seven (7) calendar days after the Transportation Supervisor's response is due. The Superintendent shall respond to the employee (or employee's representative) in writing within seven (7) calendar days.

Step 3. If the grievance still remains unadjusted, it shall be presented by the employee (or employee's representative) to the Board of Education in writing within seven (7) calendar days after the response of the Superintendent of Schools is due. The Board of Education shall respond in writing to the employee (or the employee's representative) within five (5) calendar weeks. The decision of the Board of Education shall be final and binding.

7. GENERAL PROVISIONS

- 7.1 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to immediately attempt to negotiate a legal substitute for the invalidated portion.
- 7.2 Bus drivers shall be paid every two (2) weeks.
- 7.3 The Employer will pay required fees for obtaining a school bus driver's license and all succeeding renewal fees while employed by the Ewing Township Board of Education. Employees with one (1) year or more of service shall receive a reimbursement for fees immediately upon presenting proper completed invoices. New employees will be reimbursed on their anniversary date for all fees upon submission of properly completed invoices provided they are still employees of the Ewing Township Board of Education.

7. General Provisions (contd.)

- 7.4 Jackets will be supplied to all permanent part-time (four (4) hours or more) employees as needed. To be eligible for jackets, employees must have one (1) year of employment with the Board of Education. Jackets are to be worn on all trips other than regular school routes. New employees may purchase jackets if they so desire. Jackets will be replaced as needed per the recommendation of the Transportation Supervisor.
- 7.5 All drivers must attend a defensive driving course during the first sixteen (16) months of employment with the Ewing Township Board of Education. It should be understood that no increases in salary shall take place until certification is received by the Board of Education that the respective driver has completed this obligation. Dismissal from employment with the Ewing Township Board of Education will take place if the obligation as stated above is not completed within the stated time frame.
- 7.6 Drivers will be paid at the rate of \$5.00 per hour for all local (Ewing Township Board of Education scheduled) inservice meetings.
- 7.7 Any extra field or athletic trips which cannot be scheduled during the normal work day (Monday through Friday, 7:00 a.m. to 3:30 p.m.) will be assigned according to a seniority list. If a driver is at the top of the list and cannot take a trip due to a schedule problem, then that driver will remain there until he/she receives an extra trip assignment. If a driver is late, or does not report for an assignment, then that driver will forfeit one (1) month of extra work. If a driver refuses an assignment, the driver will forfeit the next opportunity for extra work.

8. TERMINATION

- 8.1 This Agreement shall be effective as of the 1st day of July, 1981 and shall remain in full force and effect until the 30th day of June, 1983. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations. The contents of this document shall constitute the full agreement between the parties.

IN WITNESS WHEREOF, the parties have hereto set their hands this

17th day of August, 1981

FOR THE BUS DRIVERS

Margaret Kolesar
Margaret Kolesar

Catherine Tkacs
Catherine Tkacs

FOR THE EMPLOYER

David A. Popp
David A. Popp, President
Board of Education
Ewing Township, New Jersey

J. Bruce Morgan
J. Bruce Morgan, Business Administrator/
Board Secretary
Board of Education
Ewing Township, New Jersey

HOLIDAYS

BUS DRIVERS - 1981-82

September 7	Labor Day
November 11	Veterans' Day
November 26	Thanksgiving Day
November 27	Thanksgiving Recess
December 25	Christmas Day
January 1	New Year's Day
January 15	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
February 15	Presidents' Day
April 9	Good Friday
May 31	Memorial Day

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